

1. DATE ISSUED MM/DD/YYYY 12/16/2014 2. CFDA NO. 93.624 3. ASSISTANCE TYPE Cooperative Agreement

Department of Health and Human Services  
Centers for Medicare & Medicaid Services  
Office of Acquisitions and Grants Management

7500 Security Boulevard  
Baltimore, MD 21244

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)  
Section 1115A of the Social Security Act (added by section 3021 of the  
Patient Protection and Affordable Care Act (P.L. 111-148))

1a. SUPERSEDES AWARD NOTICE dated

except that any additions or restrictions previously imposed remain  
in effect unless specifically rescinded

4. GRANT NO.

1G1CMS331381-01-00  
Formerly

5. ACTION TYPE

New

6. PROJECT PERIOD

From 02/01/2015

Through

MM/DD/YYYY

01/31/2016

7. BUDGET PERIOD

From 02/01/2015

Through

MM/DD/YYYY

01/31/2016

8. TITLE OF PROJECT (OR PROGRAM)

State Innovation Models: Round Two of Funding for Design and Test Assistance

9a. GRANTEE NAME AND ADDRESS

Nevada Division of Child and Family Services  
1100 E William St Ste 101  
Carson City, NV 89701-3103

9b. GRANTEE PROJECT DIRECTOR

Ms. Debra Sisco  
4126 Technology Way Ste 100  
Carson City, NV 89706-2013  
Phone: (775) 684-3639

10a. GRANTEE AUTHORIZING OFFICIAL

Ms. Gloria Macdonald  
4126 TECHNOLOGY WAY STE 100  
CARSON CITY, NV 89706-2009  
Phone: 775-687-8407

10b. FEDERAL PROJECT OFFICER

Ms. Leah Nash  
7500 Security Boulevard  
Baltimore, MD 21244  
Phone: 610-513-5311

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

I

a. Salaries and Wages	213,162.00
b. Fringe Benefits	70,152.00
c. Total Personnel Costs	283,314.00
d. Equipment	0.00
e. Supplies	1,798.00
f. Travel	9,154.00
g. Construction	0.00
h. Other	35,550.00
i. Contractual	1,488,366.00
j. TOTAL DIRECT COSTS	1,818,182.00
k. INDIRECT COSTS	181,818.00
l. TOTAL APPROVED BUDGET	2,000,000.00

m. Federal Share	2,000,000.00
n. Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	2,000,000.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	2,000,000.00
13. Total Federal Funds Awarded to Date for Project Period	2,000,000.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION  
b. ADDITIONAL COSTS  
c. MATCHING  
d. OTHER RESEARCH (Add / Deduct Option)  
e. OTHER (See REMARKS)

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDOING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation  
b. The grant program regulations.  
c. This award notice including terms and conditions, if any, noted below under REMARKS.  
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -

☒ Yes

☐ No)

See Standard Cooperative Agreement Terms and Conditions.

GRANTS MANAGEMENT OFFICER: Michelle Feagins, Grants Management Officer

17. OBJ CLASS 4115	18a. VENDOR CODE 1886000022A9	18b. EIN 886000022	19. DUNS 809888266	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 5-5990300	b. 1G1331381A	c. SIM	d. \$2,000,000.00	e. 75X0522
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

## AWARD ATTACHMENTS

Nevada Division of Child and Family Services

1G1CMS331381-01-00

1. Nevada Terms and Conditions

**State Innovation Models (SIM):  
Funding for Model Design and Testing Assistance**

**Cooperative Agreement Award to Nevada Department of Health and Human  
Services for Model Design Assistance**

**Centers for Medicare and Medicaid Services  
Standard<sup>1</sup> Grant/Cooperative Agreement<sup>2</sup> Terms and Conditions**

1. **Recipient.** The Recipient is the Grantee designated in the Notice of Award.
2. **The HHS Grants Policy Statement (HHS GPS).** This award is subject to the requirements of the HHS GPS that are applicable to the Recipient based on the Recipient type and the purpose of this award. This includes any requirements in Part I and II (available at <http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>) of the HHS GPS that apply to an award. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements directly apply to this award in addition to any coverage in the HHS GPS.
3. **Uniform Administrative Requirements.** Title 45 of the Code of Federal Regulations (CFR) provides uniform administrative requirements for all Department of Health and Human Services (DHHS) grants and cooperative agreements, in 45 CFR Parts 74 and 92. These regulations are based upon entity type and can be accessed via the links provided below.  
  
45 CFR Part 74 - Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations <http://www.gpo.gov/fdsys/pkg/CFR-2002-title45-vol1/pdf/CFR-2002-title45-vol1-part74.pdf>  
  
45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments <http://www.gpo.gov/fdsys/pkg/CFR-2002-title45-vol1/pdf/CFR-2002-title45-vol1-part92.pdf>
4. **Cost Principles.** This award is subject to the principles set forth below for determining costs of grants, contracts, and other agreements based upon entity type as set forth in the following

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<sup>1</sup> Standard Terms and Conditions include all possible grants administrative requirements for CMS awards. All standard terms and conditions apply unless the requirement is not applicable based on the project awarded. Recipients should contact their assigned Grants Management Specialist if they have questions about whether an administrative term and condition applies.

<sup>2</sup> A Cooperative Agreement is an alternative assistance instrument to be used in lieu of a grant whenever substantial Federal involvement with the recipient during performance is anticipated. The difference between grants and cooperative agreements is the degree of Federal programmatic involvement rather than the type of administrative requirements imposed. Therefore, statutes, regulations, policies, and the information contained in these standard terms and conditions that are applicable to grants also apply to cooperative agreements, unless otherwise stated.

cost principle documents which can be accessed via the links provided below and are specifically incorporated herein.

- **Institutions of Higher Education:** 2 CFR Part 220 (Formerly OMB Circular A-21) [http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/)
- **State and Local Governments:** 2 CFR Part 225 (Formerly OMB Circular A-87) [http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/)
- **Nonprofit Organizations:** 2 CFR Part 230 (Formerly OMB Circular A-122) [http://www.whitehouse.gov/omb/circulars\\_default/](http://www.whitehouse.gov/omb/circulars_default/)
- **Hospitals:** 45 CFR Part 74, Appendix E <http://www.gpo.gov/fdsys/pkg/CFR-2007-title45-vol1/pdf/CFR-2007-title45-vol1-part74-appE.pdf>
- **For-Profit Organizations:** FAR 31.2 <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=80bc6470ba120ab181d9a93a600a420d&rgn=div5&view=text&node=48:1.0.1.5.30&idno=48>

**5. Additional Cost Requirements.** Recipients must comply with the following supporting documentation requirements:

- **Equipment/Technology items** – As defined in 45 CFR Parts 74 and 92, equipment means tangible nonexpendable personal property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, lower limits may be established. Technology items such as computers that do not meet the \$5,000 per unit threshold or an alternative lower limit set by recipient policy that may therefore be classified as supplies, must still be individually tagged and recorded in an equipment/technology database. This database should include any information necessary to properly identify and locate the item. For example: serial # and physical location of equipment (e.g. laptops, tablets, etc.). **In addition, purchase of Technology items (both those classified as equipment (tangible nonexpendable personal property with an acquisition cost of \$5,000 or more per unit) and those classified as supplies (tangible expendable personal property with an acquisition cost of less than \$5,000 per unit)), over and above that which is already approved in the budget must be approved by the Grants Management Specialist (regardless of acquisition cost).**
- **Travel mileage expenses** - All federally funded travel must be tracked through a travel log which includes: traveler/position, destination, length of stay, mileage, per diem, reason for the trip, airfare, and any other reimbursable expenses.
- **Conference attendance** - For attendance at any conference, including those sponsored by CMS, recipients must submit a breakdown of costs associated with attending the conference for prior approval. This should include all costs associated with travel to the



conference and a brief narrative explaining the program related purpose/how attending the conference will further the objectives of the program. (refer to **Attachment A** to these Standard Terms and Conditions for the HHS Policy on Promoting Efficient Spending for Conferences and Meetings)

6. **Audit Requirements.** This award is subject to OMB Circular A-133 which provides requirements for the audit of States, local governments, and non-profit organizations expending Federal awards. Non-federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program specific audit conducted for that year in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations ([http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)).

For questions and information concerning the submission process, please contact the Federal Audit Clearinghouse (entity which assists Federal cognizant and oversight agencies in obtaining OMB Circular A-133 data and reporting packages) at 888-222-9907 or <http://harvester.census.gov/sac>.

\*Commercial Organizations must comply with the specific audit requirements in 45 CFR 74.26(d).

7. **Programmatic and Financial Reporting.** Recipients must comply with the programmatic and financial reporting requirements outlined in the Program Terms and Conditions of award. Failure to submit programmatic and financial reports on time may be basis for withholding financial assistance payments, suspension, termination or denial of continued funding. Recipient's failure to timely submit such reports may result in a designation of "high risk" for the recipient organization and may jeopardize potential future funding from the Department of Health and Human Services.
8. **Funding for Recipients.** All funding provided under this award shall be used by the Recipient exclusively for the program referenced in the Notice of Award and described in the funding opportunity announcement and delineated in the Recipient's approved proposal. This includes any approved revisions, as applicable, made subsequent to the Recipient's approved proposal. If the Recipient should use any of the funds for any purpose other than for the approved program, then all funds provided under this award shall be returned to the United States Treasury.
9. **Public Reporting.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with Federal money, all Recipients receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that is financed by nongovernmental sources.
10. **Central Contractor Registration (CCR) and Universal Identifier Requirements.** This award is subject to the requirements of 2 CFR Part 25, Appendix A which is specifically

incorporated herein by reference. For the full text of 2 CFR Part 25, refer to Attachment B to these Standard Terms and Conditions. To complete Central Contractor Registration requirements, Recipients must register or maintain registration in the System for Award Management (SAM) database. Please consult the SAM website (<https://www.sam.gov/portal/public/SAM/>) for more information.

- 11. Trafficking in Persons.** This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, refer to **Attachment C** to these Standard Terms and Conditions.
- 12. Subaward Reporting and Executive Compensation.** This award is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by Section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170. Recipients must report information for each first-tier subaward of \$25,000 or more in Federal funds and executive total compensation for the Recipient's and Subrecipients' five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. Information about the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) is available at [www.fsrs.gov](http://www.fsrs.gov). For the full text of the award term, refer to Attachment D to these Standard Terms and Conditions. For further assistance, please contact Iris Grady, the Grants Management Specialist assigned to monitor the subaward reports and executive compensation at [divisionofgrantsmanagement@cms.hhs.gov](mailto:divisionofgrantsmanagement@cms.hhs.gov).
- 13. Employee Whistleblower Protections.** All Recipients must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 in the predominant native language of the workforce. For the full text of the award term, re *Pilot Program for Enhancement of Contractor Employee Whistleblower Protections*, refer to **Attachment E** to these Standard Terms and Conditions.
- 14. Fraud, Waste, and Abuse.** The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by email to [hhtips@oig.hhs.gov](mailto:hhtips@oig.hhs.gov) or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.
- 15. Human Subjects Protection.** If applicable to Recipient's program, the Recipient bears ultimate responsibility for protecting human subjects under the award, including human subjects at all sites, and for ensuring that an assurance approved by OHRP and certification of IRB review and approval have been obtained before human subjects research can be conducted at each collaborating site. Recipients may not draw funds from the payment system, request funds from the paying office, or make obligations against Federal funds for research involving human subjects at any site engaged in nonexempt research for any period not covered by both an OHRP-approved assurance and IRB approval consistent with 45 CFR Part 46. Costs associated with IRB review of human research protocols are not allowable as direct charges under grants and cooperative agreements unless such costs are not covered by the organization's indirect cost rate.

HHS requires Recipients and others involved in grant/cooperative agreement-supported research to take appropriate actions to protect the confidentiality of information about and the privacy of individuals participating in the research. Investigators, IRBs, and other appropriate entities must ensure that policies and procedures are in place to protect identifying information and must oversee compliance with those policies and procedures.

- 16. Project and Data Integrity.** Recipient shall protect the confidentiality of all project-related information that includes personally identifying information.

The Recipient shall assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted. The CMS Project Officer shall not direct the interpretation of the data used in preparing these documents or reports.

At any phase in the project, including the project's conclusion, the Recipient, if so requested by the CMS Project Officer, must deliver to CMS materials, systems, or other items used, developed, refined or enhanced in the course of or under the award. The Recipient agrees that CMS shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the items for Federal government purposes.

- 17. Use of Data and Work Products.** At any phase of the project, including the project's conclusion, the Recipient, if so requested by the CMS Project Officer, shall submit copies of analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award. The analytic file(s) may include primary data collected, acquired or generated under the award and/or data furnished by CMS. The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by the Principle Investigator/Project Director and the CMS Project Officer. The negotiated format(s) could include file(s) that both would be limited to CMS's internal use and that CMS could make available to the general public.

All data provided by CMS will be used for the research described in this grant award only and in connection with the Recipient's performance of its obligations and rights under this program. Recipient has an obligation to collect and secure data for future monitoring by CMS. The Recipient will return any data provided by CMS or copies of data at the conclusion of the project. All proprietary information and technology of the Recipient are and shall remain the sole property of the Recipient.

All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of support from the Department of Health and Human Services, citing the Funding Opportunity Number as identified on the Funding Opportunity Announcement (FOA) as follows: "The project described was supported by Funding Opportunity Number CMS-1G1-14-001 from the U.S Department of Health and Human Services, Centers for Medicare & Medicaid Services." Recipient also must include a disclaimer stating that "The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies." One copy of each publication, regardless of format, resulting from work

performed under an HHS project must accompany the annual or final progress report submitted to CMS through its CMS PO.

During the project period and for six (6) months after completion of the project final evaluation report, the Recipient shall provide sixty (60) days written prior notice to the CMS Project Officer of any formal presentation of any report or statistical or analytical material based on information obtained through this award. Formal presentation includes papers, articles, professional publication, speeches, and testimony. In the course of this research, whenever the Principal Investigator/Project Director determines that a significant new finding has been developed, he/she will communicate it to the CMS Project Officer before formal dissemination to the general public. The Recipient shall notify CMS of research conducted for publication.

**18. Public Policy Requirements.** By signing the application, the authorized organizational official certifies that the organization will comply with applicable public policies. Once a grant is awarded, the recipient is responsible for establishing and maintaining the necessary processes to monitor its compliance and that of its employees and, as appropriate, subrecipients and contractors under the grant with these requirements. See Exhibit 3, Public Policy Requirements, Section II-3-5, in the HHS Grants Policy Statement, which contains information to help the Recipient determine what public policy requirements and objectives apply to its activities.

**19. Implementation of United States v. Windsor and Interpretation of Familial Relationship Terminology.** In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By “same-sex spouses,” HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By “same-sex marriages,” HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By “marriage,” HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

**20. Green Procurement.** To mitigate the environmental impacts of acquisition of IT and other products/equipment, Recipients are encouraged to: (1) participate in “Green procurement” based on the HHS Affirmative Procurement Plan ([www.hhs.gov/asfr/ogapa/acquisition/10-2010\\_hhs\\_affirmative\\_procurement\\_plan.doc](http://www.hhs.gov/asfr/ogapa/acquisition/10-2010_hhs_affirmative_procurement_plan.doc)) and similar guidance from the Environmental Protection Agency (EPA) and the President’s Council on Environmental Quality (CEQ); (2) use electronic products that are Energy Star® compliant and Electronic Product Environmental Assessment Tool (EPEAT) Silver registered or higher when available; (3) activate Energy Star® features on all equipment when available; (4) use environmentally sound end-of-life management practices, including reuse, donation, sale and recycling of all electronic products.

- 21. Funding Opportunity Announcement.** All relevant project requirements outlined in FOA number CMS-1G1-14-001 apply to this award and are incorporated into these terms and conditions by reference.
- 22. Withdrawal.** If the Recipient decides to withdraw from this grant agreement program prior to the end of the project period, it must provide written notification (both hard copy and via email) to the CMS Grants Management Specialist at least fifteen (15) days in advance of the date of official withdrawal and termination of these terms. The letter must be signed by the AOR and other appropriate individuals with authority. CMS will not be liable for any withdrawal close-out costs that are borne by the Recipient. Recipients have three (3) days to return all unused grant funds.
- 23. Termination.** CMS may terminate this grant agreement, or any part hereof, if the Recipient materially fails to comply with the terms and conditions of this award, or provisions of law pertaining to agreement performance. Materially fails includes, but is not limited to, violation of the terms and conditions of the award; failure to perform award activities in a satisfactory manner; improper management or use of award funds; or fraud, waste, abuse, mismanagement, or criminal activity. In addition, CMS may terminate this award if the Recipient fails to provide the Government, upon request, with adequate written and signed assurances of future performance. CMS will promptly notify the Recipient in writing of such termination and the reasons for it, together with the effective date. Recipient may terminate this award as set forth in 45 CFR 74.61(a)(3) or 45 CFR 92.44(b). In addition to termination, CMS may address material failure to comply with the terms and conditions of this award by taking such other action as set forth in 45 CFR 74.61 and 74.62 and in 45 CFR 92.43.
- 24. Bankruptcy.** In the event the Recipient or one of its sub-Recipients enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Recipient agrees to provide written notice of the bankruptcy to the CMS Grants Management Specialist and CMS PO. This written notice shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing and sent to the CMS Grants Management Specialist and PO. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, a copy of any and all of the legal pleadings, and a listing of Government grant and cooperative agreement numbers and grant offices for all Government grants and cooperative agreements against which final payment has not been made.
- 25. Affirmative Duty to Track All Parties to the Award.** Recipient must at a minimum regularly track all parties to the award in both the GSA database that is known as the System for Award Management (SAM) and The Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE). The purpose of this affirmative duty is to track all parties that include health care, commercial, non-profit, and other people and entities in order to report immediately to the CMS Grants Management Specialist and CMS PO those that cannot participate in federal programs or receive federal funds. The Recipient cannot have any persons or entities on the award that cannot participate in federal programs or receive federal funds. If any of these systems are not publicly available, then the Recipient must comply with the purpose and intent of this requirement using a process that meets at least the level of scrutiny provided by these databases.



The Recipient shall provide the CMS PO with the NPI, Tax ID, and EIN, as applicable, of all Key Personnel and/or Entities to the award that may include Sub-Recipients. This list shall be provided to CMS and/or its contractors within thirty (30) days from the start of the award and must be maintained up-to-date in real time throughout the award.

- 26. Sub-Recipient Equal Treatment.** The Recipient must comply with 45 CFR Part 87, including the provision that no State or local government Recipient nor any intermediate organization receiving funds under any program shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.
- 27. Recipient's Responsibility for Sub-Recipients.** The Recipient is responsible for the performance, reporting, and spending for each Sub-Recipient. The Recipient will ensure the timeliness and accuracy of required reporting for each site of service and Sub-Recipient under the cooperative agreement. The Recipient is responsible for the performance and progress of each site of service or Sub-Recipient toward the goals and milestones of the program. The Recipient will take necessary corrective action for any site of service or Sub-Recipient that is not meeting the goals and milestones of the program, as set forth in the FOA.
- 28. Nondiscrimination.** The Recipient and Sub-Recipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 29. Reservation of Rights.** Nothing contained in this Agreement is intended or shall be construed as a waiver by the United States Department of Justice, the Internal Revenue Service, the Federal Trade Commission, HHS Office of the Inspector General, or CMS of any right to institute any proceeding or action against Recipient for violations of any statutes, rules or regulations administered by the Government, or to prevent or limit the rights of the Government to obtain relief under any other federal statutes or regulations, or on account of any violation of this Agreement or any other provision of law. The Agreement shall not be construed to bind any Government agency except CMS, and this Agreement binds CMS only to the extent provided herein. The failure by CMS to require performance of any provision

shall not affect CMS's right to require performance at any time thereafter, nor shall a waiver of any breach or default result in a waiver of the provision itself.

- 30. Acceptance of Application & Terms of Agreement.** Initial drawdown of funds by the Recipient constitutes acceptance of this award.
- 31. FY 2014 Appropriations Provision.** Department of Health and Human Services (HHS) Recipients must comply with all terms and conditions outlined in their grant awards, including grant policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
- 32. Consolidated Appropriations Act, 2014.** As stated in the above term and condition, this award is subject to the Consolidated Appropriations Act, 2014. The following information specifically references major policy provisions in the Act impacting the HHS Grants Community which are new or have changed since the prior appropriations act. The information cited below will remain in effect until further modified, superseded, or rescinded.

**Division H, Title II, Section 203 – Cap on Salaries**

FY2014 Enacted Language: Sec. 203. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

This salary cap applies to direct salaries and to those salaries covered under indirect costs, also known as facilities and administrative (F & A) costs. The current Executive Level II salary rate is \$181,500.

**Division H, Title V, Section 528 – Pornography**

Sec. 528(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

Sec. 528(b) Nothing in this subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**Centers for Medicare and Medicaid Services**  
**Standard Grant/Cooperative Agreement Terms and Conditions**  
**Attachment A**

**HHS Policy on Promoting Efficient Spending for Conferences and Meetings**

It is the Department of Health and Human Services' (HHS) policy that conferences and meetings funded through grants and cooperative agreements: are consistent with legal requirements and HHS' missions, objectives, and policies; represent an efficient and effective use of taxpayer funds; and are able to withstand public scrutiny. A "conference" is defined as "[a] meeting, retreat, seminar, symposium or event that involves attendee travel."

Any conferences, with or without travel, that you believe are necessary to accomplish the purposes of this grant must have prior written CMS approval. These requests must be priced separately in the budget and include the following information:

- (1) A description of its purpose;
- (2) The number of participants attending;
- (3) A detailed statement of the costs to the grant, including—
  - (A) The cost of any food or beverages;
  - (B) The cost of any audio-visual services for a conference;
  - (C) The cost of attendee travel to and from a conference (e.g. employee, subrecipient, consultant); and
  - (D) A discussion of the methodology used to determine which costs relate to a conference.

In addition, funds under this grant may not be used for the purpose of defraying the costs of a conference that is not directly and programmatically related to the purpose for which the grant is awarded (such as a conference held in connection with planning, training, assessment, review, or other routine purposes related to a project funded by the grant).



**Centers for Medicare and Medicaid Services  
Standard Grant/Cooperative Agreement Terms and Conditions  
Attachment B**

**Award Term - Appendix A to Part 25**

**I. Central Contractor Registration and Universal Identifier Requirements**

*A. Requirement for Central Contractor Registration (CCR)*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

*B. Requirement for Data Universal Numbering System (DUNS) Numbers*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

*C. Definitions*

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site at <https://www.sam.gov/portal/public/SAM/>.
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;

- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

**Centers for Medicare and Medicaid Services  
Standard Grant/Cooperative Agreement Terms and Conditions  
Attachment C**

**Award Term – Trafficking in Persons**

**a. Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
    - A. Associated with performance under this award; or
    - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 376.

**b. Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 376.

**c. Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

**d. Definitions.** For purposes of this award term:

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**Centers for Medicare and Medicaid Services**  
**Standard Grant/Cooperative Agreement Terms and Conditions**  
**Attachment D**

**Award Term - Federal Financial Accountability and Transparency Act (FFATA)**  
**Subaward and Executive Compensation Reporting Requirement**

**I. Reporting Subawards and Executive Compensation.**

**a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

**b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received –

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

2. Where and when to report. You must report executive total compensation described in paragraph b.i. of this award term:

- i. As part of your registration profile at <http://www.sam.gov/portal/public/SAM/>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –

i. in the subrecipient's preceding fiscal year, the subrecipient received –

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.



ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

**Centers for Medicare and Medicaid Services  
Standard Grant/Cooperative Agreement Terms and Conditions  
Attachment E**

**Pilot Program for Enhancement of Whistleblower Protections**

Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Employee Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

**Federal Acquisition Regulations**

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term “contract,” “contractor,” “subcontract,” or “subcontractor” for the purpose of this term and condition, should be read as “grant,” “grantee,” “subgrant,” or “subgrantee”):

*3.908 Pilot program for enhancement of contractor employee whistleblower protections*

**3.908-1 Scope of section.**

(a) This section implements 41 U.S.C. 4712.

(b) This section does not apply to—

(1) DOD, NASA, and the Coast Guard; or

(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-

(i) Relates to an activity of an element of the intelligence community; or

(ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

**3.908-2 Definitions**

As used in this section –

Abuse of authority means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency. Inspector General means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

**3.908-3 Policy**

1. Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation

of a law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

2. Entities to whom disclosure may be made.

- (a) A Member of Congress or a representative of a committee of Congress.
- (b) An Inspector General.
- (c) The Government Accountability Office.
- (d) A Federal employee responsible for contract oversight or management at the relevant agency.
- (e) An authorized official of the Department of Justice or other law enforcement agency.
- (f) A court or grand jury.
- (g) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

3. An employee who initiates or provides evidence of a contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.

The contracting officer shall insert the clause at 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the simplified acquisition threshold.

Contract clause:

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

(2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

**EFFECTIVE DATE:** all grants and contracts issued on or after July 1, 2013 through January 1, 2017

**State Innovation Models (SIM):  
Funding for Model Design and Testing Assistance**

**Cooperative Agreement Award to Nevada Department of Health and Human  
Services for Model Design Assistance**

**Program Terms & Conditions**

- 1. The HHS/CMS Center for Medicare & Medicaid Innovation (CMMI) Program Official.** The Program Official assigned with responsibility for technical and programmatic questions from the Recipient is Karen Murphy (email is Karen.Murphy@cms.hhs.gov and telephone is 410-786-9726).
- 2. The CMS Grants Management Specialist.** The Grants Management Specialist assigned with responsibility for the financial and administrative aspects (non-programmatic areas) of cooperative agreement administration questions from the Recipient is Gabriel Nah in the Division of Grants Management (email is Gabriel.Nah@cms.hhs.gov and telephone is 301-492-4482).
- 3. Statutory Authority.** This award is issued under the authority of the Section 1115A of the Social Security Act (as added by Section 3021 of the Patient Protection and Affordable Care Act (P.L. 111-148), hereinafter referred to as the Affordable Care Act (ACA). By receiving funds under this award, the Recipient assures that it will carry out the project as authorized and will comply with the terms and conditions and other requirements of this award.
- 4. Budget and Project Period.** The project period for the State Innovation Models Design Award is from February 1, 2015 through January 31, 2016. No funding may be drawn down against this award until the start date of the project period, February 1, 2015.
- 5. Improper use of State Innovation Models Funds.** No funds awarded under State Innovation Models Cooperative Agreements may be used to reimburse pre-award costs, or to provide individuals with services that are already funded through Medicare, Medicaid, and/or CHIP. Additional examples of improper use of funding includes but is not limited to:
  - a. To match any other Federal funds;
  - b. To provide services, equipment, or support that are the legal responsibility of another party under Federal or state law (e.g., vocational rehabilitation, criminal justice, or foster care) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party;
  - c. To supplant existing Federal, state, local, or private funding of infrastructure or services;
  - d. To be used by local entities to satisfy state matching requirements;
  - e. To pay for the use of specific components, devices, equipment, or personnel that are not integrated into the entire service delivery and payment model proposal;
  - f. To lobby or advocate for changes in Federal and/or state law.

6. **Prior Approval Requests.** Any prior approval request must be submitted in writing to the CMS PO and GMO via GrantSolutions, and provide sufficient detail to enable CMS to make a determination. Recipients should allow at least 30 days for review by CMS. Prior approval is required, but not limited to, the following: (1) significant rebudgeting, which occurs when there are cumulative transfers among direct cost budget categories for the current budget period that exceed 25 percent of the total approved budget for that budget period or \$250,000, whichever is less; (2) transfer of the performance of substantive programmatic work to a third party; (3) purchase of a unit of equipment exceeding \$25,000; and (4) any significant revisions to the approved cooperative agreement project.
7. **Waivers for Models Conducted under SSA Section 1115A.** The authority for State Innovation Models is section 1115A of the Social Security Act (SSA). Under section 1115A(d)(1) of the SSA, the Secretary of Health and Human Services may waive such requirements of Titles XI and XVIII and of sections 1902(a)(1), 1902(a)(13) and 1903(m)(2)(A)(iii) of the Act as may be necessary solely for purposes of carrying out section 1115A with respect to testing models described in section 1115A(b). Notwithstanding any other provision of this Cooperative Agreement, the Recipient and any subrecipients must comply with all applicable laws and regulations, except as explicitly provided in separately documented waivers, if any, issued pursuant to section 1115A(d)(1) specifically for the State Innovation Models Initiative. Any such waiver would apply solely to State Innovation Models Initiative and could differ in scope or design from waivers granted for other programs or models.
8. **Scope of Model Design Project.** Recipient must, as part of the development or refinement of its State Health System Innovation Plan and designs for multi-payer payment and service delivery models, consider levers and strategies that can be applied to influence the structure and performance of the state's entire health care system as stated in the Funding Opportunity Announcement. During the project period, in developing the State Health Care Innovation Plan, Recipients must engage with CMMI staff and with a broad group of stakeholders in their Model Design process, including:
  - a. State Medicaid administration;
  - b. Health care providers including hospitals, physicians, behavioral health providers, dental care providers, long-term care providers, ambulatory care providers, and home health care providers, development disability care providers and substance abuse care providers;
  - c. Commercial health insurers, self-funded (ERISA) employers, Medicaid and Medicare health plans, and State Insurance Marketplace plans with the broader goals of multi-payer delivery system and payment reform;
  - d. Public health authorities;
  - e. Medical schools, nursing schools, other health professional schools, allied health training programs and state professional licensure boards;
  - f. State and local health agencies, tribal governments, legislative leaders, local government representatives, and community service and support organizations;
  - g. Stakeholders for Healthy People 2020 plan, the National Prevention Strategy, the National Quality Strategy, the Million Hearts Campaign and the state's health IT plan;
  - h. Stakeholders from community stabilization development initiatives in low income communities and encouraging community investment to improve community health;

- i. Stakeholders related to Health IT, electronic health records (EHRs), and health information exchange technologies, including interoperable technologies;
  - j. Federally Qualified and Rural Health Centers;
  - k. Area Agencies on Aging, and long-term services and support providers (institutional and home- and community-based);
  - l. Consumers, health care advocates, employers, and community leaders;
  - m. Social service organizations, faith-based organizations, representatives for health education, and community health organizations; and
  - n. Others, including funders and resources such as foundations, academic experts, Quality Improvement Organizations, hospital engagement networks, policy institutes, and health associations; and
  - o. Federal partners including the CDC, ONC, and Technical Assistance contractors to CMMI.
- 9. Collaborative Responsibilities.** The State will participate in periodic conference calls with CMMI State Innovation Group staff to discuss their plan development progress, risks and mitigation efforts. The State will also participate in calls with CMMI evaluation staff and/or contractor's staff regarding their plan progress. CMMI State Innovation Group will make available certain technical assistance to States to facilitate their plan development. States will take advantage of the technical assistance as needed.
- 10. State Health System Innovation Plan.** Recipient shall deliver, by the project period end date, a State Health System Innovation Plan. The Plan shall: provide a timeline for the planned transformation, including milestones and metrics for tracking progress; describe policy, regulatory and/or legislative changes necessary to achieve the State's vision for a transformed health care delivery system; describe any federal waiver or State plan amendment requirements and their timing to enable key strategies for transformation, including changes or additions required to position the Medicaid and CHIP programs to take advantage of broad health care delivery system transformation; and address multi-payer commitment to achieving statewide health care delivery transformation. The Plan shall also address the following areas:
- a. Description of State Health Care Environment
  - b. Report on Stakeholder Engagement and Design Process Deliberations
  - c. Health System Design and Performance Objectives
  - d. Value-Based Payment and/or Service Delivery Model
  - e. Plan for Health Care Delivery System Transformation
  - f. Plan for Improving Population Health
  - g. Health Information Technology Plan
  - h. Workforce Development Strategy
  - i. Financial Analysis
  - j. Monitoring and Evaluation Plan
  - k. Operational Plan

CMMI will provide further guidance regarding the content and format in which the State Health System Innovation Plan should be presented.

- 11. Quarterly Progress Reports.** The Recipient is required to submit quarterly progress reports to the HHS Grants Management Specialist and to the CMMI Project Officer by the due dates listed



below. These reports are due 30 days from the end of each Project Quarter and must include the reporting elements referenced in 45 CFR 74.51. The quarterly report shall include the status of project activities and a narrative summary of the period's accomplishments (and any barriers to reaching them). A narrative summary explains how the Recipient's work evolves, documents the challenges encountered, and identifies strategies in responding to challenges and successes. CMMI will provide further guidance regarding the format and platform in which the progress reports shall be presented. CMS reserves the right to require the Recipients to use a specified template and platform for reports, to provide additional details and clarification on the content of these reports.

- 12. Final Report.** The Recipient agrees to submit a Final Report to the CMS Project Officer and a copy to the Grants Management Specialist within ninety (90) days after the project period end date. The Final Report will provide a summary of activities that occurred during the entire cooperative agreement term, including a complete discussion of project activities, analysis of the effectiveness/success of the project, lessons learned to date, and description of project activities that will be continued after the cooperative agreement activities have ceased. CMMI will provide further guidance regarding the format and platform in which the progress reports shall be presented. CMS reserves the right to require the Recipients to use a specified template and platform for reports, to provide additional details and clarification on the content of these reports. Recipient shall provide (60) days written prior notice to the CMS Project Officer before the final progress report is released or published.

Program Reports are due on the following schedule:

<u>Report Type</u>	<u>Period of Performance</u>	<u>Due Date</u>
Quarterly	February 1, 2015- April 30, 2015	May 30, 2015
Quarterly	May 1, 2015 to July 31, 2015	August 30, 2015
Quarterly	August 1, 2015 to October 31, 2015	November 30, 2015
Final	February 1, 2015- January 31, 2016	April 30, 2016

- 13. Required Financial Reports.** The Federal Financial Report (FFR or Standard Form 425) has replaced the SF-269, SF-269A, SF-272, and SF-272A financial reporting forms. All recipients must utilize the FFR to report cash transaction data, expenditures, and any program income generated.

Recipients must report on a quarterly basis cash transaction data via the Payment Management System (PMS) using the FFR in lieu of completing a SF-272/SF272A. The FFR, containing cash transaction data, is due within 30 days after the end of each quarter. If no funds have been drawn down during the quarter, the FFR (SF-425) report must still be submitted through PMS. The quarterly reporting due dates are as follows: 4/30, 7/30, 10/30, 1/30. A Quick Reference Guide

for completing the FFR in PMS is at:

[www.dpm.psc.gov/grant\\_recipient/guides\\_forms/ffr\\_quick\\_reference.aspx](http://www.dpm.psc.gov/grant_recipient/guides_forms/ffr_quick_reference.aspx).

In addition to submitting the quarterly FFR to PMS, Recipients must also provide a final FFR which includes their expenditures and any program income generated (if applicable for the program) in lieu of completing a Financial Status Report (FSR) (SF-269/269A). Expenditures and any program income generated should only be included on the final FFR.

For the final FFR (containing cash transaction data, expenditures, and any program income generated), Recipients must complete an online FFR form via the GrantSolutions.gov FFR module. GrantSolutions can be accessed via the following link <https://www.grantsolutions.gov>. The final FFR must be submitted within 90 calendar days of the project period end date.

See below for due date for the final FFR:

Project Period	Reporting Period Due Date
February 1, 2015 to January 31, 2016	Final report – Twelve-month reporting period – February 1, 2015 to January 31, 2016 Due: April 30, 2016

**Award recipients shall liquidate all obligations incurred under the award not later than 90 days after the end of the project period and before the final FFR submission. It is the award recipient's responsibility to reconcile reports submitted to PMS and to CMS. Failure to reconcile final reports in a timely manner may result in canceled funds.**

**Failure to submit reports (i.e. financial, progress, or other required reports) on time may be basis for withholding financial assistance payments, suspension, termination or denial of continued funding. A history of such unsatisfactory performance may result in a designation of "high risk" for the recipient organization and may jeopardize potential future funding from the Department of Health and Human Services.**

For additional guidance, please contact your Grants Management Specialist, Gabriel Nah.

**Payment under this award will be made by the Department of Health and Human Services, Payment Management System administered by the Division of Payment Management (DPM), Program Support Center. Draw these funds against your account that has been established for this purpose. Inquiries regarding payment should be directed to:**

**Director, Division of Payment Management  
Telephone Number 1-877-614-5533  
P. O. Box 6021  
Rockville, Maryland 20852**



Please transmit a copy of this cooperative agreement award document to the State official authorized to request funds from the Division of Payment Management.

- 14. Future Funding Availability.** Award of these cooperative agreement funds offers no guarantee, explicit or implied that Federal funds will be made available in the future for a State Innovation Models Testing Award.
- 15. Cooperation with CMS and/or CMS Contractor(s) Regarding the Provision of Technical Assistance.** The Recipient must fully cooperate with CMS and/or CMS contractor(s) engaged in providing technical assistance. This includes working with CMS and/or its contractor(s) to identify and describe best practices that can serve as models for CMS and other States.
- 16. Learning System.** The Recipient is expected to fully (1) participate in all State Innovation Model (SIM) learning system activities; (2) cooperate with all CMS contractor and stakeholders' efforts with respect to identifying SIM learning system needs and producing and packaging learning system content. This cooperation may include attendance and contributions to meetings and conferences that CMMI determines necessary and review of proposed learning system content. A goal of the learning system is to have a process by which successful innovations and solutions gain rapid spread and adoption by other users of the learning system, consistent with existing law.
- 17. Evaluation.** The Recipient is required to cooperate with Federal oversight and research efforts and with CMS and CMS contractors' efforts to conduct an independent, Federally-funded evaluation of the project. This statutorily- required evaluation may include, without limitation, participation in surveys, interviews, information on the costs of operating the cooperative agreement and other data collection and provision activities, including identifiable person-level and aggregate data, and other requirements that CMS or other Federal agency determines necessary to conduct a comprehensive evaluation. Cooperation includes that the Recipient will allow Federal oversight and CMS, and its contractors access to the facilities, systems, and data for these purposes. The Recipient will not interfere with this right to access. The Recipient should determine if any state laws or policies may conflict or limit CMS and its contractors' access, and delineate remedies that will enable the federal evaluation to be completed as required by statute.
- 18. Project Coordination and Oversight.** The Recipient retains ultimate responsibility for coordination and oversight of all project-related activity, including any involvement of organizations, regardless of the extent to which it utilizes contractual arrangements to assist with project management.
- 19. Management Review/Audit.** The funding authorized by this cooperative agreement award is paid subject to any future financial management review or audit by CMS.
- 20. Personnel Changes.** The Recipient is required to notify the CMS Project Officers and Grants Management Specialist within thirty (30) days of any personnel changes affecting the cooperative agreement's Authorized Organizational Representative, Project Director, Assistant Project Director, and/or the Financial Officer as well as any named Key Contractor staff.

- 21. Duplication of Federal Funding.** Recipients are not permitted to use the cooperative agreement funding for purposes that would otherwise be fundable through other Medicaid or Federal grants, Medicaid Management Information System or HITECH administrative matching funds.
- 22. Indirect Costs.** Under this cooperative agreement, recipients cannot reimburse for indirect costs at a rate in excess of 10 percent.
- 23. Scope of Review.** The Recipient acknowledges that section 1115A(d)(2) of the Social Security Act precludes administrative and judicial review of certain matters pertaining to projects tested under section 1115A, including the selection of organizations, sites, or participants to test models and the elements, parameters, scope and duration of models for testing.
- 24. Management Tool.** CMS reserves the right to require Recipients to use a management tool such as an online customer relations management tool for tracking milestone information, and/or for submitting the Quarterly and Final Program Progress Reports. CMS will provide the Recipient with such tool and related instructions.
- 25. Site Visits.** CMS and its contractors reserve the right to perform announced programmatic site visits. The Recipient will be prepared to discuss the status of activities, any goal revisions, activities with partners, any successes/outcomes, any significant challenges and their effect on the project timeline, effective approaches to recommend to other cooperative agreement sites, personnel changes, budgetary changes, problems with CMS project reimbursement processes, technical assistance received, and assistance needed from CMS and other project-related issues.
- 26. Communications.** CMS will communicate with Recipients primarily by email and telephone. Emails will be sent to the Authorizing Official (AO) and the AO is expected to disseminate the information to all appropriate parties to ensure timely and effective communications. The AO is responsible for having a communications management plan for internal and external communications with all appropriate parties related to this award such that they maintain timely and effective communications throughout the life of the cooperative agreement. The flow of information from CMS to the AO is deemed communication with all appropriate parties to the award. The AO must provide and maintain an accurate email address and telephone number at all times with the CMS PO. Further, if CMS establishes a listserv or other means of providing electronic communications, then Recipients must subscribe to and use that system(s).
- 27. Required Travel.** Recipients are expected to participate in all meetings required by CMS, even if doing so would require travel.
- 28. Program Engagement and Collaboration.** The Recipient will participate in regular substantive telephone calls with the CMS PO, as established by the PO and CMS program team. The Recipient will be prepared to discuss the status of activities, any goal revisions, activities with partners, any successes/outcomes, any significant challenges and their effect on the project timeline, effective approaches to recommend to other cooperative agreement sites, personnel changes, budgetary changes, problems with CMS project reimbursement processes, technical assistance received, and assistance needed from CMS.